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is not defeated by the fact that they were made voluntarily, for the reason that they had been made under a mistake of a material fact.

Commitment of Drunkards to Hospital.—Nebraska laws providing for the commitment to the hospital for the insane of drunkards and persons addicted to the excessive use of narcotics and other drugs is upheld in *Ex parte Schwarting*, 108 Northwestern Reporter, 125, on the broad principle that, as jurisdiction is assumed to take care of the property of a person who has become incompetent, jurisdiction may likewise be assumed of the person of such inebriate. A further provision of the law, however, providing that when the inmate was discharged as cured he should be discharged only on parol, is held unconstitutional, as a violation of the right to personal liberty.

Repossession of Rented Piano.—*Berry v. Freedman*, 78 Northeastern Reporter, 305, was a case involving a comparatively small matter, but which brought out a number of legal points. A piano rented from the plaintiff was, because of its size, moved into a building by a tenant through a window which had been enlarged for the purpose, with the permission of the landlord, the understanding being that permission to remove it in the same way would be given when desired. Upon the expiration of the lease the landlord refused to permit the plaintiff to enlarge the window, but insisted that he remove the piano. Upon the seeking of the aid of a court of equity to compel the landlord to permit the removal of the piano, it was contended that plaintiff had an adequate remedy at law, but the court points out that relief by replevin would be impossible, as the officer would have no power which the plaintiff did not have to secure the piano's removal; further, that the plaintiff could not maintain conversion, since the landlord did not set up any adverse title, but admitted plaintiff's ownership. Though the landlord had made no promise to the plaintiff that the piano might be removed as it had been brought in, the court decides that the promise made to the tenant entitled the plaintiff to a decree allowing him to remove the piano upon giving sufficient security.

Parol Chattel Mortgage.—The doctrine that one who has loaned money to another with which to go into business, and who has taken an oral chattel mortgage on the stock to secure the loan, may, as against the debtor's creditor, take possession of the goods, is reiterated in *Mower v. McCarthy*, 64 Atlantic Reporter, 578. This the court says has been its holding in former cases, and it finds no occasion to depart from it, though the court in many of the states maintain a different doctrine.

Separate Schools for Whites and Blacks.—The Kentucky Court of Appeals passes upon the law prohibiting the maintenance of schools where both races are received in the case of *Berea College v. Com-*